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La Fayette Central School District
And La Fayette Clerical Association

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PROFESSIONAL AGREEMENT

BETWEEN

SUPERINTENDENT

OF

LA FAYETTE CENTRAL SCHOOL DISTRICT

AND THE

LA FAYETTE CLERICAL ASSOCIATION

from July 1, 1997 through June 30, 2001

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

MAY 06 1999

CONCILIATION

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PREAMBLE

WHEREAS, the parties hereto desire to promote harmonious, cooperative relationships between the District and its employees of the Association regarding salaries, hours and other items and conditions of employment so that the cause of public education is orderly and uninterrupted, and

WHEREAS, both parties have negotiated in good faith and have reached mutual understanding under the requirements and provisions of the Public Employee's Fair Employment Act (Article 14 of the Civil Service Law).

NOW, THEREFORE BE IT AGREED:

ARTICLE I RECOGNITION

- 1.1 The District agrees to recognize the Association as the exclusive bargaining agent for all employees in the bargaining unit as hereinafter defined and extends to the Association the following:
 - 1.1.1 to exclusively represent employees in the unit regarding collective negotiations.
 - 1.1.2 to represent employees in the unit in the settlement of grievances.
 - 1.1.3 to unchallenged representation status during the period prescribed by Section 208 of the Public Employees' Fair Employment Act.
- 1.2 The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike or to impose an obligation to conduct, condone, assist or participate in such a strike.
- 1.3 The Association agrees that the Board of Education is the policy making body of the District as imposed by Section 1709 of the Education Law and the rules and regulations of the Education Commissioner.
- 1.4 The Board's policies shall not conflict with any provision of this agreement unless such policy is necessary in order that the Board fulfill its legal responsibility in accordance with Section 1709.
- 1.5 This unit shall consist of all employees in the Clerical Department with the exception of those declared managerial and confidential.

ARTICLE 2 REGULAR EMPLOYEES

- 2.1 The term regular employee refers to full-time and part-time employees who work on a ten (10), eleven (11) or twelve (12) month basis with a specific weekly schedule. This employee is entitled to fringe benefits as indicated, prorated on the basis of the normal schedule of work time.
- 2.2 Regular employees of one (1) year or more whose positions have been abolished and who are subsequently rehired after one (1) year or more in the same or another clerical position shall have all retirement and pay benefits reinstated.

ARTICLE 3 SICK LEAVE

- 3.1 Be it resolved that the following statement of policy pertaining to employees' sick leave shall become effective immediately and shall include credit of all sick leave time.
 - 3.1.1 This sick leave policy shall apply to all full-time and part-time employees with benefits for part-time employees to be prorated on the basis of their employment agreement.
 - 3.1.1.1 A maximum of twelve (12) days of sick leave without loss of pay shall be granted each year for twelve (12) month employees; eleven (11) days for eleven (11) month employees and ten (10) days for ten (10) month employees.
 - 3.1.1.2 Unused sick leave shall be cumulative from year to year to a maximum of two hundred (200) days.
 - 3.1.1.3 When a bargaining unit member requests less than one-half (1/2) day of sick leave he/she will be granted the time without loss of any accrued leave time. Such leave time must be made up by the bargaining unit member, outside of regular work hours, within one week of the time taken.

When a bargaining unit member uses this flexible leave time, he/she must submit a time sheet.
 - 3.1.2 Doctor and dentist appointments shall be considered part of sick leave.
 - 3.1.3 The Board of Education reserves the right to extend sick leave benefits beyond the limitations set forth in this program in cases involving unusual circumstances. In such cases the Board will consider written requests for special consideration and each case will be decided on its own individual merit.

Article 3 (cont'd)

Provisions negotiated regarding the Family and Medical Leave Act (Article 12) will be applied to eligible leaves requested by employees who qualify for such leave.

- 3.1.4 If an employee has exhausted all of his or her personal leave days, he or she may use sick leave days for a serious illness in the immediate family (See definition of immediate family in Article 6).

ARTICLE 4 SICK LEAVE BANK

- 4.1 There shall be established a sick leave bank the purpose of which is to provide additional sick leave for clerical staff who have exhausted their accumulated sick leave due to extended illness. The Association shall establish and administer the policy and procedures of the bank. The District shall upon receipt of Sick Leave Bank Authorization Form deduct one (1) or more days sick leave from the authorizing employee's earned sick leave allotment and notify the Association to maintain the bank at a minimum of fifty (50) days.

4.2 Rules of the Bank

- 4.2.1 Any member of the clerical staff who has contributed at least one (1) day per year to the bank in those years when contributions were necessary to meet the fifty (50) day minimum shall be eligible to draw from the bank.
- 4.2.2 A request to withdraw bank days will require in writing:
- 4.2.2.1 a doctor's statement indicating the nature of the illness or injury and probable length of absence from work.
 - 4.2.2.2 a statement from the business office that the bargaining unit member has depleted his/her accumulated sick leave.
 - 4.2.2.3 a statement requesting withdrawal of days from the bank including the approximate number of days requested from the bank.
- 4.2.3 An initial request shall be for not more than thirty (30) days. For additional days beyond the original thirty (30) an additional request must be made.
- 4.2.4 Bank days shall not be converted to cash.
- 4.2.5 Any member of the clerical staff who resigns or retires from LaFayette Central School District has the option of contributing up to one half (1/2) of his/her unused sick leave days to the sick leave bank.

ARTICLE 5 PERSONAL BUSINESS LEAVE

- 5.1 Any unit member shall be granted a total of five (5) days absence with pay per year for personal business. No reason for paid personal business leave need be given when a request for said leave is given at least twenty four (24) hours in advance. Regular part-time employees shall receive prorated benefits on the basis of their employment agreement. Paid personal business leave is provided for the conduct of personal business that cannot be transacted outside regular duty hours.
- 5.2 Paid personal business leave cannot be used for recreation or to extend a holiday or vacation or for personal financial gain.
- 5.3 Notice of intent to use a paid personal business leave day must be made in writing on the appropriate form to the unit member's immediate supervisor.
- 5.4 If an employee has exhausted all of his/her personal leave days, he or she may use sick leave days for a serious illness in the immediate family (See definition of immediate family in Article 6).
- 5.5 When a bargaining unit member requests less than one-half (1/2) day of personal leave he/she will be granted the time without loss of any accrued leave time provided the conditions listed above have been met. Such leave time must be made up by the bargaining unit member, outside of regular work hours, within one week of the time taken.

When a bargaining unit member uses this flexible leave time, he/she must submit a time sheet.

ARTICLE 6 BEREAVEMENT LEAVE

- 6.1 Up to five (5) days maximum leave shall be granted for each occurrence of death in the immediate family. (Immediate family is defined as son or daughter, husband or wife, mother, father, sister, brother, person occupying the position of parent, stepchild, stepmother, stepfather, mother-in-law, father-in-law or resident dependent).

Up to two (2) days leave shall be granted for each occurrence for the death of an aunt, uncle or grandparent. Upon request of and approval by the Superintendent, additional days may be granted.

ARTICLE 7 MILITARY LEAVE

- 7.1 Military leave shall be granted in accordance with Section 242-243 of Military Law.

ARTICLE 8 LEAVE OF ABSENCE

- 8.1 A leave of absence may be granted without pay to an employee after two (2) or more years of satisfactory service. The request must be presented in writing and be for good and valid reasons. Provisions negotiated regarding the Family and Medical Leave Act (Article 12) will be applied to eligible leaves requested by employees who qualify for such leave.
- 8.2 If the leave of absence qualifies as a Family and Medical Leave Act absence, and the employee is eligible for leave under that Act, Article 12 will apply.

ARTICLE 9 ABSENCES DUE TO JOB RELATED INJURY

- 9.1 Employees must report job related injuries to the School Nurse within three (3) workdays after injury.
 - 9.1.1 Absence due to injury incurred in the performance of duty shall be allowed as follows: During the first year of service, absence shall be allowed up to one month. If worker's compensation applies, the school district will receive benefits while continuing to pay the salary of the employee for one month. Thereafter, the employee will receive only worker's compensation benefits.
 - 9.1.2 After more than one year of service, absence shall be allowed up to six months. If worker's compensation applies, the school district will receive benefits while continuing to pay the salary of the employee for six months. Thereafter, employee will receive only worker's compensation benefits.
 - 9.1.3 The Board of Education may, at its discretion, increase the amount of absence on this account.
 - 9.1.4 These days of absence are not to be deducted from the employee's accumulated days of sick leave.
 - 9.1.5 This leave will only apply if an employee is eligible for worker's compensation and the school district will actually receive the worker's compensation benefits.
 - 9.1.6 Should an employee not be eligible for worker's compensation, the employee may request an extended unpaid leave of up to one year, at the discretion of the Board of Education, providing the employee is out of sick leave. An employee requesting such a leave shall notify the Superintendent in writing as soon as the decision to make this request has been made. The letter should indicate the probable length of leave being sought. The District may request substantiation of the disability by the employee's physician.
- 9.2 Long term substitutes will be entitled to coverage under the provisions of Workers' Compensation.

ARTICLE 10 JURY DUTY

- 10.1 It will be the policy of the Board of Education that in the event school employees are called upon to serve on jury duty they will be expected to perform as much of their regular school duties as hours required by jury duty will permit and that they will be paid full salary for those days they serve on jury duty.

ARTICLE 11 PARENTAL LEAVE

- 11.1 An employee shall upon written request be granted a leave of absence for the purpose of child rearing for a maximum of two (2) years.
- 11.1.1 For employees eligible for leave under the Family and Medical Leave Act, Article 12 will apply to the first 12 months of such a leave of absence.
- 11.2 An employee adopting a child shall be entitled upon written request to a leave of a maximum of two (2) years.
- 11.2.1 For employees eligible for leave under the Family and Medical Leave Act, Article 12 will apply to the first 12 months of such a leave of absence.

ARTICLE 12 FAMILY AND MEDICAL LEAVE ACT

- 12.1 In accordance with the applicable provisions of the Family and Medical Leave Act of 1993 ("F.M.L.A."), eligible unit members shall be entitled to up to twelve (12) weeks (60 work days) of unpaid leave for F.M.L.A. approved absences per fiscal year (July 1 - June 30).
- 12.2 To be eligible for F.M.L.A. leave an employee must have worked for the LaFayette Central School District for at least 12 months and at least 1,250 hours during the 12 months immediately preceding commencement of leave. An 11-month employee who has worked at least 1,250 hours during that period will be deemed to be eligible.
- 12.3 Eligible employees wishing to take F.M.L.A. leave must make application for such leave, in advance (30 days where possible, or as soon thereafter as the employee becomes aware of the need for such leave), on a form available from the LaFayette Central School District office.
- 12.4 An employee granted F.M.L.A. leave will continue to be covered under the LaFayette Central School District's group health plan and dental insurance plans, under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. The employee will be responsible for paying his/her portion of the applicable premium rate(s).

Article 12 (cont'd)

- 12.5 When an employee requests F.M.L.A. leave, the District will first determine whether he/she is eligible under ¶1 of this section. Then the District will look back to the preceding July 1; absences, if any, of four (4) or more consecutive days for personal illness (paid or unpaid) and any previous F.M.L.A. leave occurring from July 1 to the effective date of the current F.M.L.A. leave will be subtracted from the twelve-week entitlement. The employee will then be granted the remainder of the twelve weeks for the requested leave. If the requested leave is for the employee's own serious health condition, paid sick leave may, if the employee wishes, run concurrently with the F.M.L.A. leave. Employees who have other applicable paid leave credits (i.e. personal and family illness leaves) may, at the employee's option, apply such paid leave time against their F.M.L.A. leave and such paid leave shall run concurrently with and be a part of the F.M.L.A. absence.
- 12.6 Except as otherwise provided for herein, F.M.L.A. leave shall be subject to and governed by the applicable statute.

ARTICLE 13 INSURANCE

- 13.1 Employees must work a minimum of twenty (20) hours per week ten (10), eleven (11), or twelve (12) months a year to be eligible for the following insurance benefits:
- 13.1.1 Health Insurance
- 13.1.1.1 The Board approves the financial support of the Syracuse Blue Cross/Blue Shield Regionwide Plan for health insurance to the extent of ninety-five percent (95%) of the premium of each participating employee and eighty five (85%) percent of the premium of the employee's dependents.
- 13.1.1.2 The employee's co-pay prescription drug contribution shall be \$7/brand name, \$1/generic, and \$1/mail order.
- 13.1.1.3 For personnel who are presently retired or retire during the life of the contract the District will pay fifty (50%) percent of the individual plan and thirty five (35%) percent of the family plan.
- 13.1.1.3.1 To qualify for insurance after retirement, the employee must have at least ten (10) years of service at LaFayette Central School District.

Article 13 (cont'd)

13.1.2 Dental Insurance

13.1.2.1 The District will provide the basic and supplemental coverage, Schedule A, and will pay one hundred (100%) percent of the individual employee's personal dental insurance. Family coverage will be at employee's expense.

13.1.2.2 The Association shall research alternative carriers for the dental plan.
The carrier will be changed upon mutual agreement of the parties.

13.1.3 IRS 125 Plan

It is understood that employees may use the IRS 125 plan for vision care.

ARTICLE 14
VACATION

14.1 Vacations are earned during the previous school year. Employees who have been absent for part of the year will have their vacation time prorated according to the actual amount of time worked.

Employees shall receive vacation days prorated for the time between their date of hire and July 1. For new hires, those days will be available to the employee after the completion of one year of work from the employee's date of hire. Each July 1 thereafter, employees shall receive their full complement of vacation days.

Vacation time may be used in full day and/or one-half day increments.

14.2 Vacation time with pay will be allowed as follows:

Twelve (12) Month Employee

10 days after 1 year
15 days after 5 years
17 days after 10 years

Eleven (11) Month Employee

9 days after 1 year
14 days after 5 years
16 days after 10 years

14.3 No employee will be allowed to work during vacation in order to draw double pay.

14.4 Vacations must be taken when it will not interfere with the normal operation of the school system and must be approved in advance by the immediate Supervisor.

Article 14 (cont'd)

- 14.5 Vacation pay is based on the individual's salary rate at the time of vacation and is to be prorated for the employee's work week during the preceding year.
- 14.6 An employee with at least one (1) year of service will receive a prorated share of vacation pay if (s)he resigns on or after January 1.
- 14.7 A new employee resigning his/her position within the first (1st) five (5) months of employment will not be compensated for any vacation time.
- 14.8 An employee may carry over five (5) vacation days into the next fiscal year with the approval of the supervisor. These days must be used by December 31 of the year they are carried into.
- 14.9 Upon prior advance notice, and with the approval of the employee's supervisor, employees in the position of Typist I assigned to the main office, may request a leave of absence without pay for up to one (1) month. This time off may not be taken during any time when the students or staff are in session.

ARTICLE 15 HOLIDAYS

- 15.1 The following holidays which fall within the employee's work year will be granted with pay to all regular employee's assigned to the LaFayette High School and C. Grant Grimshaw School, providing the employee was eligible to receive pay on the last regular working day preceding such holiday and the following regular workday. Employees will be expected to work on these holidays if it becomes necessary to hold school. An alternate day may be granted in such cases.

January	New Year's Day Martin Luther King Day
February	President's Day
March/April	Good Friday
May	Memorial Day (last Monday in May)
July	Independence Day
September	Labor Day

Article 15 (cont'd)

October	Columbus Day (or as fixed by school calendar)
November	Veterans Day Thanksgiving Day and the day after Thanksgiving Day
December	Christmas Day

- 15.2 The following holidays which fall within the employee's work year will be granted with pay to all regular employees assigned to the Onondaga Nation School providing the employee was eligible to receive pay on the last regular working day preceding such holiday and the following regular workday. Employees will be expected to work on these holidays if it becomes necessary to hold school. An alternate day may be granted in such cases.

January	New Year's Day Martin Luther King Day
May	Memorial Day
July	Independence Day
September	Labor Day
October	Solidarity Day
November	Veteran's Day Thanksgiving Day and the day after Thanksgiving
December	Winter Recess - one (1) days to be selected by employee
Mid Winter Ceremonies	Two (2) days to be selected by employee

- 15.3 Each bargaining unit employee who pledges either to contribute to the United Way each year of this agreement, or to perform volunteer work (to be certified by the agency where the work is performed) for the equivalent of one workday, will be credited with one floating holiday in addition to the holidays on the calendar.

Article 15 (cont'd)

- 15.4 When a holiday falls on a weekend the closest working day shall be taken as the holiday, e. g., a Saturday holiday will be taken on Friday and a Sunday holiday will be taken on Monday unless school is in session that day.

**ARTICLE 16
SNOW DAYS**

- 16.1 On those days when school is closed because of inclement weather, regular clerical employees will receive their regular salary and will not be expected to report to work unless contacted by the appropriate Building Principal or Superintendent and asked to work. Those who work will receive double time salary up to a maximum of five (5) days in any one (1) school year.
- 16.2 In the event there is an emergency closing or delay on a day when schools are closed for student holidays and the clerical staff had been scheduled to work, the Superintendent or designee shall inform the Association President or designee of the closing or delay. The Association President or designee shall notify the other members of the bargaining unit.

**ARTICLE 17
OVERTIME PAY**

- 17.1 When forty (40) hours in a work week are exceeded, the employees shall be paid straight time up to forty (40) hours and one and one half (1 1/2) times per hourly rate for over forty (40) hours. Any and all paid hours will be included in the calculation of forty (40) hours for a work week. All overtime must be preapproved by the Building Principal or immediate Supervisor and verified by a signed time sheet.
- 17.2 Overtime will be paid pursuant to §17.1 when specifically requested by the employee and authorized by the administrator, whether connected with a special program, a summer program, or simply in the normal course of business. Authorization must be in writing on a form to be made available in each school office. Overtime worked must be submitted for the payroll following the work.

ARTICLE 18 RETIREMENT PLAN

- 18.1 The LaFayette Central School District provides the New Career Plan, § 75-i of the New York State Employees' Retirement Plan (N.Y.S.E.R.S.) for its employees.
- 18.2 Effective January 1, 1974, the Board of Education elected to provide also Section 41-j of the Retirement Plan, which provides that qualified employees who retire after January 1, 1974 will have unused sick leave up to a total of one hundred sixty-five (165) days credited toward their service time for the calculation of the retirement pension (one hundred sixty-five days equals approximately five and one-half [5.5] months).
- 18.3 Retirement Incentive
- 18.3.1 There shall be a retirement incentive provision for members of the bargaining unit who submit an irrevocable letter of intent to retire at least six (6) months before the date they intend to retire.
- 18.3.2 To be eligible for this retirement incentive provision, an employee must be eligible to retire under N.Y.S.E.R.S. without diminution of benefits, and shall have served the LaFayette Central School District for twenty (20) years or longer of full-time service prior to the effective date of retirement.
- 18.3.3 The eligible employee shall be paid fifty percent (50%) of the difference between the employee's final year's salary and the starting salary for his/her position that same year. If the employee submits an irrevocable letter of intent to retire one (1) calendar year before the date he/she intends to retire, the employee shall be paid seventy-five percent (75%) of the difference between the employee's final year's salary and the starting salary for his/her position that same year.
- 18.3.4 This provision shall expire on June 30, 2001. To qualify for the retirement incentive, an eligible employee must retire on or before that date.

ARTICLE 19 MILEAGE

- 19.1 Mileage will be paid at the current IRS rate to employees using their own cars for school business.
- 19.2 Mileage must be approved in advance by the employee's supervisor and will be submitted for payment on claim form containing detailed explanation of travel.

ARTICLE 20 JOB VACANCIES

- 20.1 Notice of all clerical job openings within the District shall be posted prominently in all schools and service departments for at least five (5) working days prior to "outside" announcement or recruiting.
- 20.2 Notices will include job classifications, salaries, Civil Service qualifications and any other information pertinent to the vacancy.
- 20.3 All applications for such positions shall be in writing, formally acknowledged by the District and all applicants formally notified when such a position is filled.
- 20.4 From July 1 to September 1 job notices in addition to posting shall be mailed to the President of the LaFayette Clerical Association.
- 20.5 The District will send a copy of the cover letter and any clerical postings from Civil Service to the President of the LaFayette Clerical Association.

ARTICLE 21 SENIORITY

- 21.1 Seniority shall be earned for all service within the Clerical bargaining unit starting with the date on which the employee's appointment is effective, as shown in the Board of Education minutes. Seniority shall be restored to an employee who returns from an approved unpaid leave of absence, but shall not be earned during such a leave. Seniority shall continue unless there is a break in service.
- 21.2 A permanent employee transferred or promoted to a position in which (s)he is required to serve a probationary term shall have the right to return during the probationary period to his/her own position at his/her own election without loss of seniority.

ARTICLE 22 INTER-CLERICAL TRANSFERS

- 22.1 When an employee transfers from one wage classification to another within the clerical structure the employee will maintain step placement on the new schedule and will suffer no salary reduction.
- 22.2 The incremental step will be mutually agreed upon by the employee and/or his/her designated representative and the Chief School Officer or his/her designated officer.
- 22.3 The adjusted salary will be paid beginning with the first (1st) day of employment in the new classification.

ARTICLE 23 EMPLOYEE EVALUATION

- 23.1 Employees shall be evaluated at least once during the school year. The evaluation shall be an oral discussion between the supervisor and the employee followed by a written evaluation. The written evaluation shall be signed by both the employee and supervisor. A copy of all evaluations shall be placed in the employee's personnel file.
- 23.2 Monitoring or observation of the work performance of an employee will be conducted openly.
- 23.3 An employee will be given a copy of any written visit or evaluation report prepared by his/her supervisor. No performance appraisal report shall be submitted to Central Administration, placed in an employee's file, or otherwise acted upon without a copy to the employee.
- 23.4 Each employee will have the right to review and copy the contents of his/her complete personnel file with the exception of confidential recommendations. An employee will be entitled to have a representative of the Association accompany him/her during such review.
- 23.5 With the exception of confidential employment recommendations an employee shall receive a copy of all entries made in his/her personnel folder. In any instance where an entry is made in a personnel folder with which the employee disagrees or takes exception the employee shall have the right to file a written statement in his/her behalf with copies to all parties concerned and such statement shall become an attachment to said entry and shall become a permanent part of the personnel record of the employee. The employee's response, if s/he chooses to make one, must be received within five (5) workdays after the date on the document to which it is a response.
- 23.6 Material of a derogatory nature originating from a source outside the school system shall not be placed in a personnel file unless it is substantiated.
- 23.7 An employee has the right to have a representative present at any meeting when an evaluation or any matter of discipline is at issue. The employee shall select such representative. Such meeting shall not be delayed more than five (5) workdays following the date on which the administrator or supervisor requests the meeting.
- 23.8 No member of the bargaining unit will evaluate any other bargaining unit member.
- 23.9 See Appendix A for Employee Evaluation Form.

**ARTICLE 24
USE OF FACILITIES**

- 24.1 The Association will be allowed to use school buildings without cost at reasonable times for its meetings and other business provided that such use will not conflict with previously scheduled school events. Applications for use of buildings will be made in accordance with established procedures.

**ARTICLE 25
ENROLLMENT OF CHILDREN OF EMPLOYEES**

- 25.1 Staff members living outside the District will be allowed to enroll their children in the LaFayette Central Schools tuition free if it does not cause overcrowding of classroom space and/or additional cost to the District.

**ARTICLE 26
SALARY**

**CLERICAL SALARY SCHEDULE
1997-98**

CLASSIFICATIONS

<u>Step</u>	Grade 1	Grade 3	Grade 5	Acct Clk
1	6.47	8.10	8.98	9.44
2	6.60	8.20	9.10	9.60
3	6.74	8.31	9.22	9.77
4	6.88	8.41	9.36	9.94
5	7.03	8.52	9.48	10.13
6	7.18	8.64	9.62	10.32
7	7.35	8.75	9.76	10.52
8	7.51	8.89	9.93	10.72
9	7.67	9.02	10.08	10.94
10	7.82	9.16	10.23	11.16

1998-99

CLASSIFICATIONS

<u>Step</u>	Grade 1	Grade 3	Grade 5	Acct Clk
1	6.60	8.32	9.21	9.66
2	6.73	8.42	9.33	9.82
3	6.86	8.52	9.46	9.99
4	7.01	8.64	9.58	10.16
5	7.15	8.74	9.73	10.34
6	7.31	8.86	9.85	10.53
7	7.46	8.98	10.00	10.73
8	7.64	9.10	10.15	10.94
9	7.81	9.24	10.32	11.14
10	7.97	9.38	10.48	11.37

1999-00				
<u>CLASSIFICATIONS</u>				
<u>Step</u>	Grade 1	Grade 3	Grade 5	Acct Clk
1	6.73	8.55	9.45	9.88
2	6.86	8.65	9.57	10.04
3	7.00	8.75	9.70	10.21
4	7.13	8.86	9.83	10.39
5	7.29	8.98	9.96	10.56
6	7.43	9.09	10.11	10.75
7	7.60	9.21	10.24	10.95
8	7.75	9.33	10.40	11.15
9	7.94	9.46	10.55	11.37
10	8.12	9.60	10.73	11.58

2000-01				
<u>CLASSIFICATIONS</u>				
<u>Step</u>	Grade 1	Grade 3	Grade 5	Acct Clk
1	6.87	8.79	9.70	10.11
2	7.00	8.89	9.82	10.27
3	7.13	8.99	9.95	10.44
4	7.28	9.10	10.08	10.61
5	7.41	9.21	10.22	10.80
6	7.58	9.93	10.35	10.98
7	7.72	9.45	10.51	11.17
8	7.90	9.57	10.64	11.38
9	8.06	9.70	10.81	11.59
10	8.25	9.83	10.97	11.82

26.1 1997-98

Unit employees shall receive a 3.95% increase over their 1996-97 hourly rate of pay retroactive to July 1, 1997; plus new longevity increments where eligible.

26.2 1998-99

Unit employees shall receive a 3.95% increase over their 1997-98 hourly rate of pay plus new longevity increments where eligible.

26.3 1999-2000

Unit employees shall receive a 3.95% increase over their 1998-99 hourly rate of pay plus new longevity increments where eligible.

Article 26 (cont'd)

26.4 2000-2001

Unit employees shall receive a 3.95% increase over their 1999-2000 hourly rate of pay plus new longevity increments where eligible.

**ARTICLE 27
POSITION GRADE WAGE CLASSIFICATION**

Grade

- 1 Clerk
- 3 Library Typist/Clerk/AV; Typist I: Main Office, High School, Grimshaw and Onondaga Nation School
- 5 Typist II: Grimshaw School, High School, Onondaga Nation School Building Secretary, High School Guidance Secretary; C.S.E. Secretary

Acct. Clk. Account Clerk (Accounts Payable)

The above grades reflect a twelve (12) month employment period. Anything less than twelve (12) months shall be prorated accordingly.

**ARTICLE 28
CONDITIONS APPLICABLE TO THE CLERICAL SALARY SCHEDULE**

28.1 The salaries and hourly rates on the Clerical Salary Schedule are based on the following hours:

Ten (10) months - 1,455 hours based on teacher calendar and annualized.

Eleven (11) months - 1,770 hours (twenty two [22] workdays constitute the twelfth [12th] month)

If ten-month and eleven-month employees work more or less than these hours, their pay will be adjusted accordingly.

Twelve (12) months - 1,900 hours

28.2 The work week for this contract year will be as follows:

Thirty seven and one half (37 1/2) hours while school is in session.

Thirty two and one half (32 1/2) hours during the summer months, Christmas, winter and spring vacations and midwinter ceremonies.

Article 28 (cont'd)

- 28.3 New unit employees may be hired up to step seven (7) in any one category commensurate with their training and experience as a clerical employee when evaluation by the Superintendent so indicates.
- 28.4 As soon as a person holding a position that has been upgraded by Civil Service Classifications Survey passes the test for the higher classification, (s)he will be paid on the scale for the upgraded position as of the date of the test. If the person holding the position fails the test (s)he will continue in the job but will have to work for the salary of his/her actual classification.

28.5 Increments Based on Educational Credits

- 28.5.1 The following increments will be paid upon completion of every three (3) credit hours or thirty (30) clock hour course which will lead to professional growth of the Clerical Staff of the School District. The full amount will become part of the following year's contract. Prior approval by the Superintendent is required.

3 credit hours or 30 clock hours	\$ 65 per year
6 credit hours or 60 clock hours	\$ 90 per year
9 credit hours or 90 clock hours	\$115 per year
12 credit hours or 120 clock hours	\$140 per year
15 credit hours or 150 clock hours	\$165 per year

Credits earned after September 1, 1998, will be paid at the rate of \$65.00 per year for any three (3) credit hours or thirty (30) clock hours.

- 28.5.2 To qualify for an increment the course of study must be approved by the Administrator and proof of completion of these hours will be by official transcript.
- 28.5.3 Staff development workshops will be compensated as follows:
- 28.5.3.1 Inservice training or workshops which occur during normal duty hours shall be considered the employee's assignment during those hours. No stipend other than the regular rate of pay will be paid.
- 28.5.3.2 Stipends of \$10.00 per hour, up to an annual limit of \$100 per employee, shall be paid for inservice training or workshops which have been approved by the Superintendent and which occur outside the employee's normal hours of duty.
- 28.5.3.3 Staff development workshops will be compensated for credit on the salary schedule pursuant to §§28.5.1 or 28.5.2 only when the Superintendent expressly approves the workshop in advance as appropriate for such credit. Approval for credit shall not be given for any activity which is to be compensated by salary or stipend.

Article 28 (cont'd)

- 28.6 Clerical employees shall be paid for chaperone duties at the same rate the other chaperones are paid.
- 28.7 Each member of the bargaining unit will be provided a duty free one half (1/2) hour for lunch.
- 28.8 Any bargaining unit member required to substitute in a position covered by this agreement and at a higher rate than his/her own will be paid on that column at his/her own step after one (1) day of absence of the person holding the higher paid position.

**ARTICLE 29
LONGEVITY INCREMENTS**

- 29.1 In addition to the hourly rate spoken to under Article 26, SALARY, each unit member shall be entitled to a longevity increment as described below.

After ten (10) years of continuous service in the District	\$.30 per hour.
After fifteen (15) years of continuous service in the District	\$.30 per hour additional.
After twenty (20) years of continuous service in the District	\$.30 per hour additional.
After twenty five (25) years of continuous service in the District	\$.30 per hour additional.
After thirty (30) years of continuous service in the District	\$.30 per hour additional

**ARTICLE 30
DIRECT DEPOSIT OF PAYCHECKS**

- 30.1 During the 1997-98, 1998-99, 1999-2000 and 2000-2001 school years the district shall provide for direct deposit of paychecks for bargaining unit members on an individual and voluntary basis.
- 30.2 Direct deposit of paychecks shall be limited to the M & T bank and/or the Credit Union.

ARTICLE 31 DUES DEDUCTION

31.1 The Board of Education of the LaFayette Central School District agrees to deduct from the salaries of its employees dues for the LaFayette Clerical Association and its state and national affiliates as said employee voluntarily authorizes the Board to deduct and to transmit the monies promptly to the LaFayette Clerical Association. The Business Manager will be informed of the amount of dues to be deducted by the Membership Chairperson of LaFayette Clerical Association ten (10) days prior to the first (1st) paycheck. Each employee's authorization will be in writing in the form set forth below:

31.2 **PAYROLL DEDUCTION AUTHORIZATION FOR
LA FAYETTE CLERICAL ASSOCIATION**

(Print)	<u>Last Name</u>	<u>First</u>	<u>Initial</u>	<u>Soc. Sec. #</u>
	_____	_____	_____	_____
Building	_____			
Address	_____			
Signatures	_____			

ARTICLE 32 GRIEVANCE PROCEDURE

32.1 Definitions

32.1.1 Grievance - A grievance is a claimed violation, misinterpretation or inequitable application of the terms of this agreement.

32.1.2 Immediate Supervisor - shall apply to the appropriate Building Principal, C.S.E. Chairperson, Business Administrator.

32.1.3 Association - shall mean the LaFayette Clerical Association.

32.1.4 Aggrieved Party - shall mean any person in the bargaining unit filing a grievance.

32.1.5 Days - shall mean regular working days Monday through Friday twelve (12) months per year excepting legal holidays.

32.2 Right of Grievance

32.2.1 It is clearly understood that employees shall not be disciplined and/or discriminated against for presenting their grievance.

Article 32 (cont'd)

32.3 Procedures

- 32.3.1 Except for informal decisions at Level 1 all decisions shall be rendered in writing at each step of the grievance procedure and promptly transmitted to the individual and the Association.
- 32.3.2 All grievances shall include the name and position of the aggrieved party, the identity of the article of this agreement involved in the grievance, and time and place of the events or conditions causing the grievance, the identity of the party, if any, and if known, responsible for said events or conditions and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 32.3.3 The preparation and processing of grievances shall be conducted outside the hours of employment.
- 32.3.4 Except as otherwise provided in Level 1 an aggrieved party shall have the right at all steps of a grievance to be represented by an individual of his/her choosing.
- 32.3.5 Nothing contained in this Article shall be construed as limiting the right of any individual having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance informally adjusted.
- 32.3.6 In the event that any grievance is adjusted without formal determination pursuant to this procedure while such adjustment shall be binding upon the aggrieved party and shall in all respects be final said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

32.4 Time Limits

- 32.4.1 Time limits specified in this Article for either party may be extended only by mutual agreement.
- 32.4.2 No grievance shall be recognized unless it is presented at Level 2 within thirty (30) days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
- 32.4.3 Failure of the District to comply with the time limits provided in this agreement will automatically constitute a move to the next level.

Article 32 (cont'd)

32.4.4 In the event a grievance is filed on or after June 1 upon request by the aggrieved party the time limits set forth herein may be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as it is possible.

32.5 Level 1, Oral Step

32.5.1 An individual having a grievance will discuss it with the Immediate Supervisor with the objective of resolving the matter informally. The grievant may be represented by legal counsel and/or a fellow employee and/or anyone of his/her own choice.

32.6 Level 2, First Written Step

32.6.1 If the individual is not satisfied with the disposition of the grievance at Level 1 (s)he may then file a written statement of grievance with the Immediate Supervisor.

32.6.2 Within ten (10) school days after receipt of the grievance the Immediate Supervisor or his/her duly authorized representative shall make a written answer of his/her determination to the aggrieved party.

32.7 Level 3, District Office Step

32.7.1 If the individual is not satisfied with the disposition of the grievance at Level 2 (s)he may then file a written statement of the decision rendered at Level 2 with the Business Manager as Superintendent's designee within ten (10) school days after the individual has received such written decision.

32.7.2 Within ten (10) school days after the receipt of the appeal the Superintendent or his/her duly authorized representative shall hold a hearing with the individual and a person of his/her choice and all other parties in interest.

32.7.3 The Superintendent shall render a decision in writing to the individual within ten (10) school days after the conclusion of the hearing.

32.8 Level 4, Board of Education Step

32.8.1 This stage provides for an appeal from the decision of the Superintendent if the aggrieved party is not satisfied with the determination made by the Superintendent and wishes to pursue the grievance. The employee (aggrieved party) may within ten (10) days of receipt of the Level 3

Article 32 (contd)

decision make an appeal directly to the Board of Education. Again all the particulars of the grievance to date must be made available to the hereinbefore mentioned parties in writing.

32.9 Level 5

This stage provides for an appeal from the decision of the Board of Education if the aggrieved party is not satisfied with the decision made by the Board. The aggrieved party and the Association may appeal the Level 4 decision to an arbitration panel as described below (32.9.1). Upon agreement between the Association and the District, an appeal of the level 4 decision may be made to a single arbitrator as described below (32.9.2).

32.9.1 Arbitration Panel

32.9.1.1 This panel shall consist of five (5) members. Two (2) members shall be appointed from the LaFayette Clerical Association; two (2) from the Board of Education and these four (4) appointed members in turn shall appoint the Chairperson from the list of mutually agreed upon school community members. Each panel will be appointed when this grievance step becomes effective and will serve for one (1) grievance after which a new panel may be appointed.

32.9.1.2 Any vacancies on the panel will be filled immediately by the appropriate group(s).

32.9.1.3 The employee may appeal to the Arbitration Panel from the determination of the Board of Education. All information pertaining to the case to date shall be submitted in writing. A formal hearing will be held and a decision will be made by the panel. The panel shall have no power or authority to make any decision which requires commission of an act prohibited by law or which is violative of or beyond the scope of this agreement. The decision of the panel shall be binding on both parties. This Fifth Level shall be completed within fifteen (15) working days from the completion of the Fourth Level.

32.9.2 Single Arbitrator

32.9.2.1 The grievance may be submitted to arbitration by a written notice served upon the clerk of the Board of Education within fifteen (15) school days of the decision at Level 4.

32.9.2.2 Within five (5) school days after such written notice of submission to arbitration, a request for a list of arbitrators will be made to the American Arbitration Association. A copy of the request or demand

Article 32 (cont'd)

will simultaneously be served upon the other party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

- 32.9.2.3 The selected arbitrator will hear the matter promptly and will issue a decision not later than thirty (30) calendar days from the date of the close of the proceeding. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issue(s).
- 32.9.2.4 The arbitrator shall have no power or authority to make any decision
 - which requires commission of an act prohibited by law, or which is violative or beyond the scope of the terms of this agreement. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon all parties.
- 32.9.2.5 The costs for the services of the arbitrator, including expenses if any, will be borne equally by the District and the Association.

**ARTICLE 33
GRIEVANCE FORM**

No. _____ Level _____

Presented By _____ Date _____

Title _____

Department _____

To _____

Department _____

_____ protest the unfair action of the

_____ by

(Employer)

(Description of Grievance)

and ask for this condition to be corrected. Further I/we ask for full compensation as a result of the above action.

Signed _____

Supervisor Answer _____

Date _____

Signed _____

Fill out in duplicate

One copy - Supervisor

One copy - Employee

ARTICLE 34 EMPLOYEE RIGHTS

34.1 Probationary Period

- 34.1.1 The probationary period for all employees in the competitive, non-competitive and labor class shall be for not less than twenty-six (26), or more than fifty-two (52) weeks. Appointment shall become permanent upon the completion of the minimum period of probation unless the probationer prior to completion of such service is given written notice that the probationary period will be continued. If the probationary term is so continued the appointment shall become permanent upon the retention of the probationer after his/her completion of the maximum period of service or upon earlier notice to the probationer at any time after the completion of the minimum period of service that his/her probationary term is successfully completed.

34.2 Discipline

- 34.2.1 Discipline is defined as occurring when a supervisor calls an employee in to warn him/her of the possibility of dismissal as the result of continued unsatisfactory work or actions.
- 34.2.2 Any recommendation by a supervisor that an employee be suspended or discharged must be made to the Business Manager or his/her designated representative. The Business Manager or his/her designated representative may make an immediate suspension pending a hearing if (s)he feels the circumstances warrant such action.
- 34.2.3 Hearing rights are available to competitive, non-competitive and certain labor class employees defined within Civil Service Regulations.
- 34.2.4 The Business Manager or his/her designated representative shall file charges against the suspended employee within five (5) working days of receipt of the suspension or discharge recommendations.
- 34.2.5 The hearing will be conducted under Section 75 of Article 5 of Civil Service Law.
- 34.2.6 In the event that the hearing decision is in the employee's favor the employee shall be reinstated and paid for all wage and benefits lost.


**ARTICLE 35
DURATION**

- 35.1 This agreement shall become effective July 1, 1997, and remain in full force and effect until midnight June 30, 2001.
- 35.2 If agreement on contract for 2001-02 school year is not reached prior to July 1, 2001, the terms and conditions of this agreement shall continue applicable until agreement is reached. Neither party to this agreement shall make or attempt to make any alteration, change, modification or variation of any of the items expressly covered by this agreement unless it be mutually agreed to in writing.

**ARTICLE 36
TAYLOR LAW AMENDMENT**

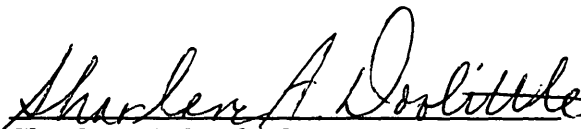
- 36.1 2044-1 "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

BOARD OF EDUCATION
ASSOCIATION


Joseph F. Coleman
Chief School Administrator
Board of Education
LaFayette Central School

Date 4/28/99

LA FAYETTE CLERICAL


Sharlene A. Doolittle
President
LaFayette Clerical Association
LaFayette Central School

Date 4/28/99

**LA FAYETTE CENTRAL SCHOOL DISTRICT
APPENDIX A
CLERICAL - EMPLOYEE EVALUATION WORK SHEET**

NAME _____ POSITION _____

Areas of Outstanding Performances:

1. _____
2. _____
3. _____
4. _____

Areas of Concern:

1. _____
2. _____
3. _____
4. _____

and these can be strengthened by the following:

Rated by _____
(Name) (Title)

(Name) (Title)

A copy of this report has been given to me and has been discussed. My signature below signifies that I have discussed this evaluation.

(Employee's Signature) (Date)

Employee's Comment: (Optional) _____

APPENDIX B

CLERICAL REQUEST FOR EMERGENCY LEAVE

Name of Employee _____

Date(s) of Leave _____

(Any regular full-time employee shall be granted a total of five (5) days absence per year.)

____ Personal business (Includes also death of close relative, serious illness in immediate family and court business).

____ Religious holiday observance (Up to three [3] sick leave days may be used for religious observance if needed in addition to the five [5] personal days).

Advance notice will be given whenever possible. Any unused Emergency Days shall be accumulated as Sick Leave Days at the conclusion of the school year.

Date

Employee's Signature

Approval:

Approved:

Office Use

Yes No

Building Principal

Business Manager

District Superintendent

*Reason for disapproval _____

